

FEDERAL PROJECT

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

Response By:_____ Date:_____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____

Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.
No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____

State of Maine
VENDOR FORM
For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

* = MUST BE COMPLETED TO PROCESS

ONLY ONE NAME/VENDOR PER FORM

New Vendor <input type="text"/>	Address Change <input type="text"/>	Multi Address <input type="text"/>	Name Change <input type="text"/>	Contact Update <input type="text"/>	ID # Change <input type="text"/>
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Social Security Number*
Individual or Sole Proprietor

OR

Federal Taxpayer ID Number*
Corporation

S

Business name in "DBA" field below.

Please fill in ONE.

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*

Remit to Address: Individual or Business Name.

Name*

DBA or C/O

Address*

Tel #*

OLD:

Old number:

Name

DBA or C/O

Address

Tel #

	Is this the same name on your Social Security card?
	If not, have you told Social Security about your name change?

Acct #	<input style="width: 800px;" type="text"/>
Provider #	<input style="width: 800px;" type="text"/>

Signature*

Contact Name

Print Name or Title

Accounts Receivable Contact Name

Date* (within 3 months)

Phone # if Different or for Contact Info

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer:	<input style="width: 60px;" type="text"/>
Jobber:	<input style="width: 60px;" type="text"/>
Individual:	<input style="width: 60px;" type="text"/>
Minority:	<input style="width: 60px;" type="text"/>

Manufacturer:	<input style="width: 60px;" type="text"/>
Retailer:	<input style="width: 60px;" type="text"/>
Partnership:	<input style="width: 60px;" type="text"/>
Small Business:	<input style="width: 60px;" type="text"/>

Factory Rep:	<input style="width: 60px;" type="text"/>
Commodity:	<input style="width: 60px;" type="text"/>
Incorporated:	<input style="width: 60px;" type="text"/>
In-State:	<input style="width: 60px;" type="text"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

May-04

INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an * must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<u>FIELDS</u>	<u>INFORMATION NEEDED FOR FIELD</u>
<i>Instructi ons</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact N	Contact person at business

Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicator s	Indicate all that apply for the vendor, as needed
Agency In	For Agency personnel submitting the form. Contact info incase of questions.



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

Sealed bids addressed to the Maine Department of Transportation, Augusta, Maine 04333, and endorsed on the wrapper "Subsurface Wastewater Disposal System located in the Town of "NEWCASTLE" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 A.M. (prevailing time) on **August 04, 2004**, and at that time and place publicly opened and read. No Prequalification is required to bid on this project. **We now accept electronic bids for those contracts posted on the Bid Express™ website at <http://www.bidx.com>.** Electronic bids do not have to be accompanied by paper bids. **Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MaineDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic), although not necessary, will be accepted with the paper copy taking precedence.

Description: Maine Federal Aid Project No. AC- STP-1124(700)X, Pin.# 11247.00

Location: In Lincoln County, On Route 1, 2.89 miles north of the Edgecomb D.O.T. Maintenance facility

Outline of Work: Installation of a new Subsurface Wastewater Disposal System, and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207) 624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, plan holders list, written portions of bid amendments (not drawings), and bid results. For project-specific information, fax all questions to **Bob LaRoache** at (207) 624-3431. Questions received after 12:00 noon of the Monday prior to bid date will not be answered. Bidders shall not contact any other Department staff for clarification of contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 287-3392.

Contract bid books and bid forms may be seen at the Transportation Building in Augusta, Maine and at the Department of Transportation Division Region 2. They may be obtained, at no cost, from the Department's website at www.maine.gov/indot or may be purchased from the Department between the hours of 8:00 A.M. to 4:30 P.M. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They may also be purchased by telephone at (207) 624-3536 between the hours of 8:00 A.M. to 4:30 P.M. Costs are \$10.00 (\$13.00 by mail) for bid books, and \$2.00 for single sheets with all payments in advance and nonrefundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$2,500 payable to Treasurer, State of Maine, as a bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful bidder.

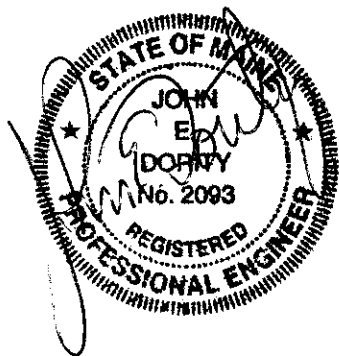
This contract is subject to all applicable federal laws and to compliance with the Disadvantaged Business Enterprise requirements as set forth by the Maine Department of Transportation.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002*, priced at \$10.00 [\$13.00 by mail], and *Standard Details, Revision of December 2002*, priced at \$20.00 [\$25.00 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>.

The right is hereby reserved to the Department to reject any or all bids.

Augusta, Maine
July 14, 2004

JOHN E. DORITY
CHIEF ENGINEER



SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 011247.00

PROJECTS

STP-1124 (700) X

COUNTY : LINCOLN

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN. No. 11247.00**, for the Construction of a Subsurface wastewater disposal system in the town of **Newcastle**, County of **Lincoln**, in The **State of, Maine**. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time

The Contractor agrees to complete all Work, except warranty work, on or before **October 29,2004** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond
and Payment Bond each being 100% of the amount of this Contract.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to the Division 100 General Conditions (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN No.11247.00 A Subsurface wastewater disposal system in the Town of Newcastle** State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract".

The Offeror agrees to perform the work required at the price specified above and in" strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications, Revision of December 2002, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time

The Contractor agrees to complete all Work, except warranty work, on or before **October 29,2004** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond
and Payment Bond each being 100% of the amount of this Contract.

D. Contract

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E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to the Division 100 General Conditions (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN No.11247.00 A Subsurface wastewater disposal system in the Town of Newcastle** State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract".

The Offeror agrees to perform the work required at the price specified above and in" strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications, Revision of December 2002, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Witness Sign Here) _____ (Print Name Here)
Witness _____
(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

.....

.....

.....

.....

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

General Decision Number: ME030002 11/07/2003 ME2

Superseded General Decision Number: ME020002

State: Maine

Construction Types: Building

Counties: Aroostook, Franklin, Hancock, Kennebec, Knox, Lincoln, Oxford, Piscataquis, Sagadahoc, Somerset, Waldo, Washington and York Counties in Maine.

Building Construction Projects (does not include single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	06/13/2003
1	09/19/2003
2	10/10/2003
3	11/07/2003

BOIL0029-003 10/01/2002

	Rates	Fringes
Boilermaker.....	\$ 25.08	12.41

* CARP1996-002 10/01/2003

	Rates	Fringes
Carpenters:		
Millwright.....	\$ 20.25	8.45

ELEC0567-002 06/01/2003

AROOSTOOK COUNTY; FRANKLIN COUNTY: Entire County excluding Carthage, Perkins Plantation, Temple, Farmington, Industry Township and area south thereof; LINCOLN COUNTY: Townships of Boothbay, Bristol, Edgecomb, Newcastle, Westport, Wiscasset; OXFORD COUNTY; PISCATAQUIS COUNTY: Entire county excluding Bernard, Bowerbank, Brownville, Greenville, Elliotsville, Lake View, Squaw, Williamsburg Townships and areas south thereof; SAGADAHOC COUNTY: Entire county south of Bowdoin and Bowdoinham Townships; SOMERSET COUNTY: Entire county west of the Kennebec River and north of Starks Townships; YORK COUNTY: Entire county excluding Alfred, Lebanon, Sanford and Wells Township and area south thereof.

	Rates	Fringes
Electricians:.....	\$ 23.88	10.27
Teledata Technician.....	\$ 19.00	8.73

ELEC1253-002 07/01/2002

FRANKLIN COUNTY: Townships of Carthage, Chesterville,

Farmington, Industry, Jay, Perkins Pl., New Sharon, Temple, Washington Pl., Wilton; HANCOCK COUNTY; KENNEBEC COUNTY; KNOX COUNTY; LINCOLN COUNTY; PISCATAQUIS COUNTY: Townships of Abbott, Atkinson, Bernard, Blanchard, Bowerbank, Brownville, Dover/Foxcroft, Elliotsville, Greenfield, Guildford, Kingsbury, Little Squaw, Medford, Milo, Monson, Orneville, Parkman, Sangerville, Sebec, Shirley, Squaw, Wellington, Williamsburg, Willimantic; SAGadahoc COUNTY: Townships of Bowdoin, Bowdoinham, Richmond; SOMERSET COUNTY: Townships of Athens, Bald Mt., Bingham, Brighton Place, Canaan, Carratunk, Cornville, East Moxie, Fairfield, Harmony, Hartland, Indian Pond, Madison, Mayfield, Mercer, Moxie Gore, Norridgewock, Palmyra, Pittsfield, Ripley, Skowhegan, Sonon, Squaretown, Starks, St. Albans, The Forks; WALDO COUNTY; WASHINGTON COUNTY

	Rates	Fringes
Electricians:.....	\$ 22.00	10.02
Teledata Technicians.....	\$ 19.00	8.73

 ENGI0004-006 06/01/2003

	Rates	Fringes
Power equipment operators:		
GROUP I.....	\$ 25.29	12.78
GROUP II.....	\$ 25.03	12.78

Group I: Backhoes, Cranes, Excavators, Loaders, Pile Drivers
 Group II: Bulldozers, Rollers

 IRON0496-001 09/16/2003

	Rates	Fringes
Ironworkers:		
Structural and Reinforcing.....	\$ 20.15	14.99

 PLUM0716-001 01/13/2003

	Rates	Fringes
Pipefitter (including HVAC work).....	\$ 21.21	10.30

 SHEE0017-009 01/01/2000

	Rates	Fringes
Sheetmetal Worker.....	\$ 15.40	9.765

 SUME2000-002 10/24/2000

	Rates	Fringes
--	-------	---------

Bricklayer.....	\$ 14.39	
Carpenters: (including acoustical ceiling installation, drywall hanging and batt insulation installation).....	\$ 14.09	3.47
Cement Mason/Finisher.....	\$ 12.24	1.48
Drywall Finisher.....	\$ 14.42	
Elevator Constructor.....	\$ 17.63	3.18
Laborers: (including general laborers and brick mason tenders).....	\$ 10.59	4.61
Painters: Brush, Roller.....	\$ 11.03	
Plasterer.....	\$ 14.02	
Plumber.....	\$ 12.59	1.91
Roofer.....	\$ 11.97	1.32
Sprinkler Fitter.....	\$ 13.56	2.65

TEAM0340-001 07/01/2002

	Rates	Fringes
Truck drivers:		
2-axle (Including Pick up).....	\$ 16.92	9.61
3 axle.....	\$ 17.19	9.61
Earth moving Equipment, Euclid transit Mix trucks, Semi trailers and low bed trailers.....	\$ 18.26	9.61

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be

prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

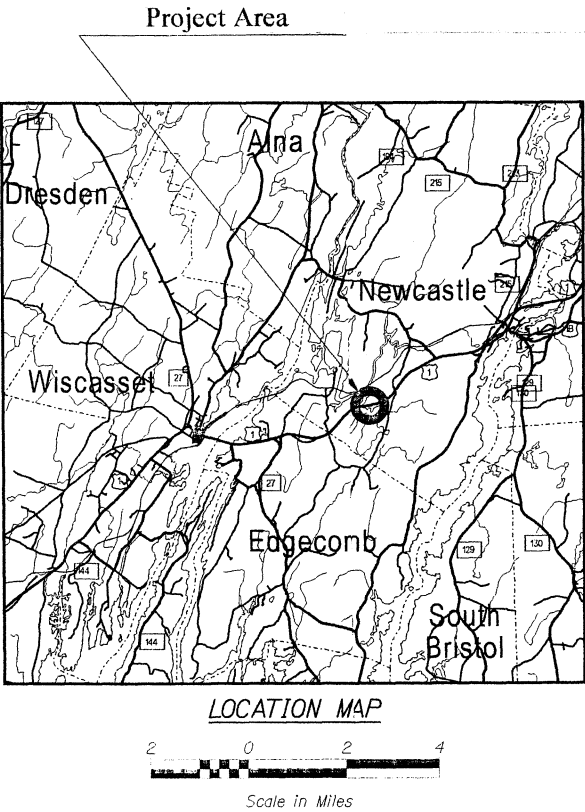
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



NEWCASTLE
LINCOLN COUNTY
PROJECT NO. AC-STP-1124(700)X
REST AREA IMPROVEMENT

INDEX OF SHEETS

Description	Sheet No.
Title Sheet	1
Plan Sheet	2



AC-STP-1124(700)X PIN 11247.00

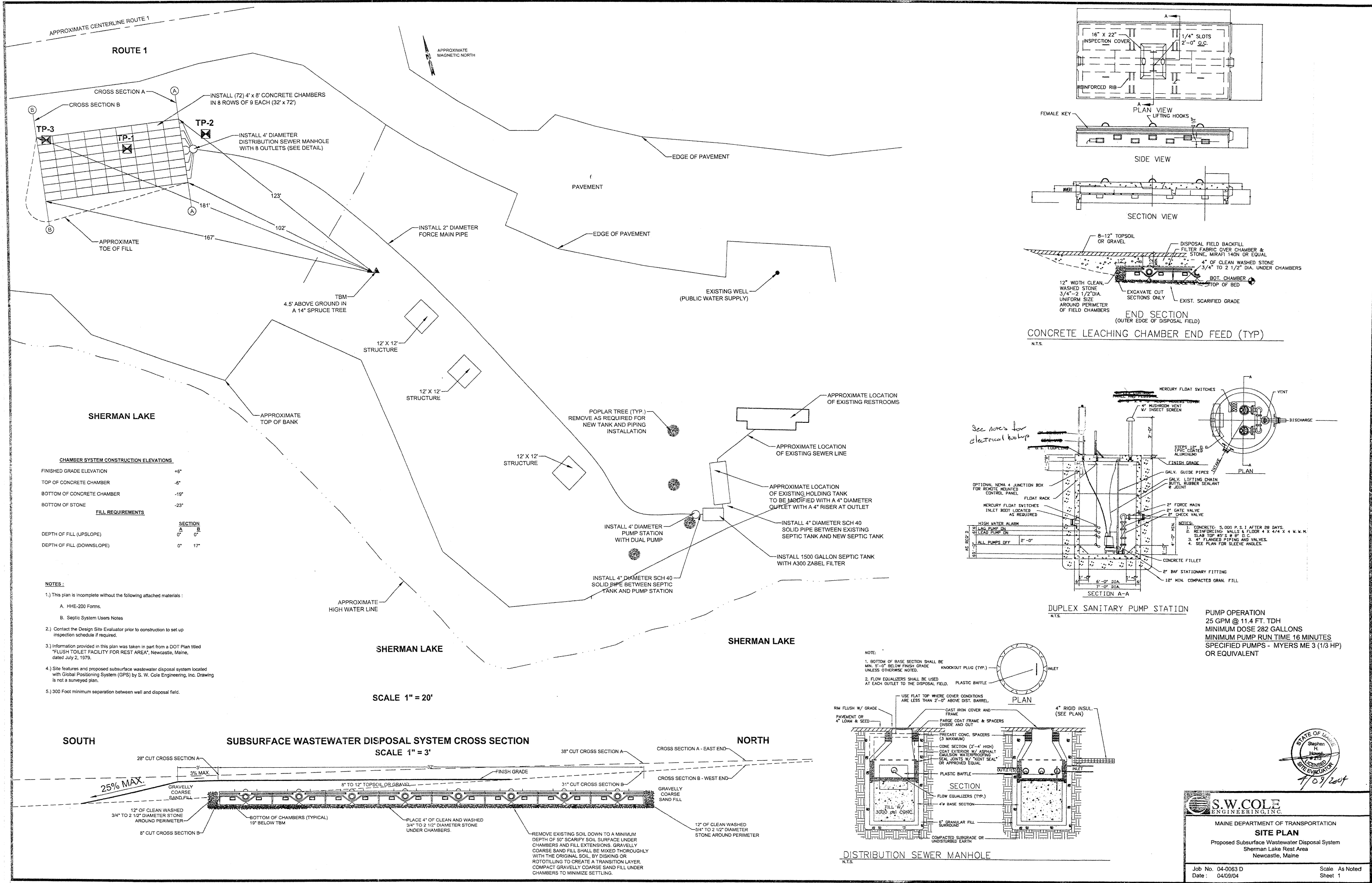
NEWCASTLE
REST AREA IMPROVEMENT
TITLE SHEET


SHEET NUMBER
1
OF 2

PROJECT INFORMATION	SIGNATURE R. LeFevre	DATE 6/25/2004
PROGRAM Enforcement	PROJECT MANAGER R. LeFevre	DATE 6/25/2004
DESIGNER S.W. Cole	PROJECT RESIDENT Region 2	DATE 6/25/2004
CONSULTANT Region 2	CONTRACTOR	DATE 10/2004



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	APPROVED <i>[Signature]</i>	DATE 7/12/04
COMMISSIONER	CHIEF ENGINEER <i>[Signature]</i>	DATE 07/06/04



 S.W. COLE ENGINEERING, INC.			
MAINE DEPARTMENT OF TRANSPORTATION SITE PLAN Proposed Subsurface Wastewater Disposal System Sherman Lake Rest Area Newcastle, Maine			
Job No. 04-0063 D Date: 04/09/04	Scale As Noted Sheet 1		

Construction Notes

1. All work performed under this contract shall be governed by and conform to the Standard Specifications (Revision December 2002) and Supplementals thereto, together with the Standard Details (Revision December 2002) and the Supplementals, as modified by the plans or Specifications.
2. The Contractor shall confirm the location of all utilities on the project site prior to beginning construction. Call Dig Safe 1-800-225-4977.
3. Contractor will not be allowed to close the existing sanitary facilities.
4. The Contractor may have an on-site storage or staging facility.
5. The Contractor shall dispose of all debris and excavation material in accordance with state and federal regulations.
6. This work will be scheduled with MDOT Region 2, Rockport, to provide on-site supervision and inspection.
7. Any damage to existing structures, drainageways and / or slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Engineer. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
8. Electrical power for the pump is located in the existing restroom building. Connection shall be made at existing electrical panel. Pump shall have its own circuit. All electrical work shall meet most recent edition of the National Electrical Code.
9. An orange safety fence will be installed to separate the public from the project. The Fence will be a minimum of 4' high and securely staked in place to maintain a barrier.
10. All disturbed soil shall be seeded, using MDOT mix #2 (sec 618) and hay mulched (sec 619) within 24 hours of final grading.
11. Area on top of new chambers and fill extensions shall be brought to finished grade with a minimum of 2" of loam (sec 615).
12. Contractor is to scarify soil under the fill extensions.
13. The Contractor shall cut down and remove 4 popular trees in the vicinity of the existing septic tank. The final cut shall be made so that the stump is flush with the existing ground surface.
14. The Contractor Shall supply MDOT with a copy of the Owner's / Maintenance manual for the sanitary pump and the filter.
15. The project shall commence within a reasonable time after execution of the contract and shall be completed before October 29, 2004
16. All the above Work / Items shall be incidental to the contract lump sum price.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

SPECIAL PROVISION SECTION 108
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended job-site overhead.

6. Time.

7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased..."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead."

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change "...certified as a Plant Technician or Paving Inspector..." to "...certified as a Quality Assurance Technologist..."

401.201 Method A Under a. Lot Size, add the following; "Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD."

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: "Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box."

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 621 LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in

payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

SPECIAL PROVISION SECTION 639 **ENGINEERING FACILITIES**

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier..." to "...desktop copier/scanner..."

SPECIAL PROVISION SECTION 652 **MAINTENANCE OF TRAFFIC**

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected..." In the third sentence; change "Signs must be erected so that the sign face..." to "Post-mounted signs must also be erected so that the sign face..."

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SPECIAL PROVISION SECTION 656 **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703
AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20

foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

Towns: **Newcastle, Rt. 1**
Project: **AC-STP-1124(700)X, PIN 11247.00**
Date: **June 30, 2004**

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Overview:

Utility/Railroad	Aerial	Underground
Central Maine Power Company	X	X
Verizon	X	
Tidewater Telecom		X
State of Maine		X

Temporary utility adjustments are **not** anticipated. If temporary relocation becomes necessary, sufficient time will need to be allowed prior to the construction for all required temporary relocation.

AERIAL

No Aerial involvement anticipated

UNDERGROUND

A buried underground electric service runs from a transformer box on the site to the back of the Rest Area building, within the project limits. Contractor shall take care to properly locate said underground service. The contact for the Rest Area lightning is Ron Cote at 624-3602.

UTILITY SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

SAFE PRACTICES AROUND UTILITY FACILITIES

Towns: **Newcastle, Rt. 1**
Project: **AC-STP-1124(700)X, PIN 11247.00**
Date: **June 30, 2004**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

DIG SAFE

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

The following utilities are known to be located on this project:

Central Maine Power Company	Dennis Chadbourne	828-2860
Verizon	Peter MacDonald	797-1119
Tidewater Telecom	Michael Petrillo	563-9917
State of Maine	Ron Cote	624-3602

Newcastle
Pin No. 11247.00
June 22,2004

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time)

The specified contract completion date is October 29,2004

SPECIAL PROVISION
SECTION 656

Temporary Soil Erosion and Water Pollution Control

Standard Specifications, Section 656 is deleted and replaced by this Special Provision. The following information and requirements apply specifically to this Project.

- 1) If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan for his/her approval. At a minimum, the SPCCP shall include:
 - a) The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - b) General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - c) Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - d) A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section 105.2.2 - Project Specific Emergency Planning*.
- 2) The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:
 - a) All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)
 - b) The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

- c) A sediment control BMP, such as silt fence or Erosion Control Mix Berm shall be installed on the contour and down-gradient from any earth disturbance before that disturbance begins.
- d) All areas where soil is disturbed shall be mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
- e) Disturbed earth materials shall be disposed of in accordance with all federal, state, and local laws and regulations. If the materials will be stockpiled on-site they shall be contained on-site to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- f) If the earth materials will be reused on-site, they shall be mulched at the end of each working day, and seeded in accordance with *Standard Specification, Section 618 - Seeding*, unless the contract states otherwise. The materials shall be contained, as necessary, to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- g) Winter stabilization BMPs such as Erosion Control Mix shall be applied in accordance with the MDOT BMP Manual between November 1 and April 15 or during frozen ground conditions.
- h) The Environmental Coordinator must inspect and maintain daily all erosion and sediment controls for the duration of the project.
- i) Any costs related to this plan shall be considered incidental to the contract.
- j) If the Project Resident directs activity that involves soil disturbance beyond the auguring and/or trenching activities or that involve In-stream Work, all permits shall be obtained by the DOT, the Standard Specification 656 shall be re-instituted, and a full SEWPCP will be required and paid for as Extra Work, prior to the start of the new activity.

SEPTIC SYSTEM USER NOTES

1. This septic system has been designed to meet requirements of the State of Maine Subsurface Wastewater Disposal Rules, 10-144A CMR 241. Because site evaluators are not notified when local ordinances are enacted which exceed state requirements, it is the septic system owners responsibility to ensure that this septic system design (HHE-200 form) is in compliance with applicable local ordinances. This can be done by contacting your local plumbing inspector and asking about local ordinances which differ from those required in the Rules.
2. It is the septic system owner's responsibility to obtain any local, state, or federal permit(s) that may be required for the installation of this septic system (work within or adjacent to a wetland may require a state and/or federal permit). Contact the Maine Department of Environmental Protection at 287-2111 and the Army Corps of Engineers at 623-8367 if you have any questions.
3. The use of a garbage grinder on a septic system is not recommended. Depending on use patterns, they can contribute a significant amount of particulate matter and grease to the system. Excessive use may result in premature failure. If a garbage grinder is to be used, additional septic tank capacity, a multi compartment septic tank is required, and/or more frequent septic tank pumping is recommended.
4. For new construction, it is recommended that the septic system owner install low volume toilets (1 1/2 gallons per flush or less) and other flow reducing fixtures such as low volume shower heads and faucets to minimize water consumption. A reduction in water usage will generally result in extended life of your septic system.
5. It is the septic system owner's responsibility to limit water consumption and wastewater generation so that the septic system design capacity (design flow on the HHE-200 form) is not exceeded on any day. Activities which generate large amounts of wastewater should be spread out over several days where possible. Excessive use of a septic system on any day can cause the system to fail even though your use, averaged over a week or month, is below design volume.
6. Do not connect floor or roof drains to a septic system. Your septic system is not designed to handle this water and it will likely cause premature failure.
7. Do not dispose of backwash from water softeners or water treatment devices in your septic system. Large amounts of water can be generated from these devices which can overload a septic system.
8. Do not dispose of any hazardous or toxic substances in a septic system such as paint thinner, paints, varnishes, photographic solutions, pesticides, insecticides, organic solvents or degreasers and drain openers. Septic systems depend on living organisms to function properly. Toxic or hazardous material can, in effect, "kill" the system and are a threat to pollution of surface or groundwater resources. Instead of using a commercial degreaser or drain opener, which can be toxic, use one of the following:
 - A. A plunger or mechanical snake; or
 - B. Pour one handful of baking soda and 1/2 cup of white vinegar down the drainpipe and cover tightly for one minute. Repeat as necessary; or

- C. Pour 1/2 cup salt and 1/2 cup baking soda down the drain followed by 6 cups of boiling water. Let sit for several hours or overnight, then flush with water.
9. Do not dispose of any inert or non-biodegradable substances into your septic system such as disposable diapers, cat box litter, coffee grounds, cigarette filters, sanitary napkins, facial tissues and wet strength paper towels.
 10. Do not dispose of large quantities of fats or grease into your septic system unless an external grease trap has been designed for that purpose. Generally, an internal grease trap is inadequate to handle excessive amounts of grease or fat.
 11. Do not add any septic tank cleaner or additive to your septic system to improve its function or prolong its useful operating life (this includes yeast, horse manure or commercial products). No effective product or material is recognized by State authorities and, in fact, some of these products can actually cause your septic system to fail.
 12. Maintain your septic system by regularly having the septic tank pumped. Some biological breakdown of solids and grease occurs in septic tanks but the rate of accumulation virtually always exceeds the rate of biologic breakdown. If your septic tank is not pumped out often enough, solids and greases may build up to the point where they enter your disposal areas. Once this material reaches the disposal area, it will clog the soil surface and likely cause premature failure.
 13. We recommend having your septic tank pumped or inspected after one year of use. The pumper can advise you of how often you need to have the septic tank pumped based on what he finds at this inspection (typically a septic tank will need to be pumped every two to five years). Keep in mind that you will need to adjust pumping frequency to coincide with changes in the way you use your system. The more your septic system is used, the more frequently that the septic tank should be pumped.
 14. Do not drive over or store heavy materials on any part of your septic system unless it is specifically designed to handle heavy loads. Otherwise, crushed components may be the result and the system may fail.
 15. Divert all surface water away from the septic tank and disposal area. Roof areas which contribute runoff water to the septic system site should have gutters installed to divert that water to another location.
 16. PLEASE – If you have any questions about your septic system or how to use it, call me (848-5714) and ask for advice. You can also call the State Agency responsible for regulating septic systems, the plumbing program in the Division of Health Engineering, at 287-5689.

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, 10 S
(207) 287-5672 Fax: (207) 287-31

PROPERTY LOCATION

City, Town,
or Plantation

NEWCASTLE

Street or Road

Rte 1

Subdivision, Lot #

OWNER/APPLICANT INFORMATION

Name (last, first, MI)

Me. Dept. of Transportation

☐ Owner
☒ ApplicantMailing Address of
Owner/Applicant

16 State House Station

AUGUSTA, ME 04333-0016

Daytime Tel. #

(Bob LeBoche) 624-3094

OWNER OR APPLICANT STATEMENT

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.

Signature of Owner or Applicant

Date

>> CAUTION: PERMIT REQUIRED

NEWCASTLE

PERMIT # 1109

APPLICANT'S COPY

Date
Permit
Issued:

06/09/04

1201

☐ If
Double Fee
Charged

Local Plumbing Inspector Signature

L.P.I. # 0328

THE WORK SPECIFIED IN THIS APPLICATION IS HEREBY
AUTHORIZED TO BE INSTALLED IN ACCORDANCE WITH
THE RULES. THIS PERMIT EXPIRES AFTER TWO YEARS
FROM DATE ISSUED UNLESS WORK HAS COMMENCED.

Municipal Tax Map # _____ Lot # _____

CAUTION: INSPECTION REQUIRED

I have inspected the installation authorized above and found it to be in compliance
with the Subsurface Wastewater Disposal Rules Application.

(1st) date approved

Local Plumbing Inspector Signature

(2nd) date approved

PERMIT INFORMATION

TYPE OF APPLICATION

☐ 1. First Time System☒ 2. Replacement SystemType replaced: HOLDING TANKYear installed: 1979-1980☐ 3. Expanded System☐ a. Minor Expansion
☐ b. Major Expansion☐ 4. Experimental System☐ 5. Seasonal Conversion

THIS APPLICATION REQUIRES

☐ 1. No Rule Variance☐ 2. First Time System Variance☐ a. Local Plumbing Inspector Approval
☐ b. State & Local Plumbing Inspector Approval☒ 3. Replacement System Variance☒ a. Local Plumbing Inspector Approval
☒ b. State & Local Plumbing Inspector Approval☐ 4. Minimum Lot Size Variance☐ 5. Seasonal Conversion Permit

SIZE OF PROPERTY

☐ SQ. FT.
☒ ACRES

DISPOSAL SYSTEM TO SERVE

☐ 1. Single Family Dwelling Unit, No. of Bedrooms: _____☐ 2. Multiple Family Dwelling, No. of Units: _____☒ 3. Other: REST AREA

(specify)

Current Use ☒ Seasonal ☐ Year Round ☐ Undeveloped

DISPOSAL SYSTEM COMPONENTS

- ☒ 1. Complete Non-engineered System
- ☐ 2. Primitive System (graywater & alt. toilet)
- ☐ 3. Alternative Toilet, specify: _____
- ☐ 4. Non-engineered Treatment Tank (only)
- ☐ 5. Holding Tank, _____ gallons
- ☐ 6. Non-engineered Disposal Field (only)
- ☐ 7. Separated Laundry System
- ☐ 8. Complete Engineered System (2000 gpd or more)
- ☐ 9. Engineered Treatment Tank (only)
- ☐ 10. Engineered Disposal Field (only)
- ☐ 11. Pre-treatment, specify: _____
- ☐ 12. Miscellaneous Components

TYPE OF WATER SUPPLY

- ☒ 1. Drilled Well ☐ 2. Dug Well ☐ 3. Private
- ☒ 4. Public ☐ 5. Other

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

☒ 1. Concrete☒ a. Regular☐ b. Low Profile☐ 2. Plastic☐ 3. Other: _____CAPACITY: 1500 GAL.

DISPOSAL FIELD TYPE & SIZE

☐ 1. Stone Bed ☐ 2. Stone Trench☒ 3. Proprietary Device concrete chamber☒ a. cluster array ☐ c. Linear☐ b. regular load ☐ d. H-20 load☐ 4. Other: _____SIZE: 2304 sq. ft. ☒ sq. ft. ☐ lin. ft.

GARBAGE DISPOSAL UNIT

☒ 1. No ☐ 2. Yes ☐ 3. Maybe

If Yes or Maybe, specify one below:

☐ a. multi-compartment tank☐ b. _____ tanks in series☐ c. increase in tank capacity☐ d. Filter on Tank Outlet

EFFLUENT/EJECTOR PUMP

☐ 1. Not Required☐ 2. May Be Required☒ 3. Required

Specify only for engineered systems:

DOSE: _____ gallons

DESIGN FLOW

1400 gallons per day *

BASED ON:

☐ 1. Table 501.1 (dwelling unit(s))☐ 2. Table 501.2 (other facilities)

SHOW CALCULATIONS

— for other facilities —

* ESTIMATED VOLUME
BASED ON PUMPING
RECORDS X A
FACTOR OF 2.8

(500 X 2.8 = 1400)

☒ 3. Section 503.0 (meter readings)

ATTACH WATER METER DATA

SOIL DATA & DESIGN CLASS

PROFILE CONDITION DESIGN

3 B 1at Observation Hole # TP-1Depth 50

of Most Limiting Soil Factor

DISPOSAL FIELD SIZING

☐ 1. Small—2.0 sq. ft. / gpd☐ 2. Medium—2.6 sq. ft. / gpd☒ 3. Medium—Large 3.3 sq. ft. / gpd☐ 4. Large—4.1 sq. ft. / gpd☐ 5. Extra Large—5.0 sq. ft. / gpd

SITE EVALUATOR STATEMENT

I certify that on 3/26/2004 (date) I completed a site evaluation on this property and state that the data reported are accurate and
that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Site Evaluator Signature

STEPHEN H. HOWELL

Site Evaluator Name Printed

SE #

213

Date

4/9/2004

(207) 848-5714

Telephone Number

E-mail Address

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.

HHE-200 Rev. 8/01

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, 10 SHS
(207) 287-5672 Fax: (207) 287-3165

PROPERTY LOCATION		>> CAUTION: PERMIT REQUIRED - ATTACH IN SPACE BELOW <<	
City, Town, or Plantation	NEWCASTLE	The Subsurface Wastewater Disposal System <i>shall not</i> be installed until a Permit is attached HERE by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Street or Road	Rte 1		
Subdivision, Lot #			
OWNER/APPLICANT INFORMATION			
Name (last, first, MI) <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Applicant Me. Dept. of Transportation			
Mailing Address of Owner/Applicant 16 State House Station AUGUSTA, ME 04333-0016			
Daytime-Tel. # (Bob LeBoche) 624-3094		Municipal Tax Map # _____ Lot # _____	
OWNER OR APPLICANT STATEMENT I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		CAUTION: INSPECTION REQUIRED I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application. (1st) date approved _____	
Signature of Owner or Applicant _____ Date _____		Local Plumbing Inspector Signature _____ (2nd) date approved _____	
PERMIT INFORMATION			
TYPE OF APPLICATION <input type="checkbox"/> 1. First Time System <input checked="" type="checkbox"/> 2. Replacement System Type replaced: <u>HOLDING TANK</u> Year installed: <u>1979-1980</u> <input type="checkbox"/> 3. Expanded System <input type="checkbox"/> a. Minor Expansion <input type="checkbox"/> b. Major Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	THIS APPLICATION REQUIRES <input type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input checked="" type="checkbox"/> 3. Replacement System Variance <input checked="" type="checkbox"/> a. Local Plumbing Inspector Approval <input checked="" type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit	DISPOSAL SYSTEM COMPONENTS <input checked="" type="checkbox"/> 1. Complete Non-engineered System <input type="checkbox"/> 2. Primitive System (graywater & alt. toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input type="checkbox"/> 11. Pre-treatment, specify: _____ <input type="checkbox"/> 12. Miscellaneous Components	
SIZE OF PROPERTY <input type="checkbox"/> SQ. FT. <input checked="" type="checkbox"/> ACRES	DISPOSAL SYSTEM TO SERVE <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input checked="" type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: _____ <input checked="" type="checkbox"/> 3. Other: <u>REST AREA</u> (specify) Current Use <input checked="" type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input type="checkbox"/> Undeveloped	TYPE OF WATER SUPPLY <input checked="" type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input checked="" type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other	
SHORELAND ZONING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)		
TREATMENT TANK <input checked="" type="checkbox"/> 1. Concrete <input type="checkbox"/> a. Regular <input type="checkbox"/> b. Low Profile <input type="checkbox"/> 2. Plastic <input type="checkbox"/> 3. Other: _____ CAPACITY: <u>1500</u> GAL.	DISPOSAL FIELD TYPE & SIZE <input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device <u>Concrete Chamber</u> <input checked="" type="checkbox"/> a. cluster array <input type="checkbox"/> c. Linear <input type="checkbox"/> b. regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 4. Other: _____ SIZE: <u>2304</u> sq. ft. <input checked="" type="checkbox"/> lin. ft.	GARBAGE DISPOSAL UNIT <input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. increase in tank capacity <input type="checkbox"/> d. Filter on Tank Outlet EFFLUENT/EJECTOR PUMP <input type="checkbox"/> 1. Not Required <input type="checkbox"/> 2. May Be Required <input checked="" type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ gallons	DESIGN FLOW <u>1400</u> gallons per day BASED ON: <input type="checkbox"/> 1. Table 501.1 (dwelling unit(s)) <input type="checkbox"/> 2. Table 501.2 (other facilities) SHOW CALCULATIONS — for other facilities — <u>* ESTIMATED VOLUME BASED ON PUMPING RECORDS X A FACTOR OF 2.8</u> <u>(500 X 2.8 = 1400)</u> <input checked="" type="checkbox"/> 3. Section 503.0 (meter readings) ATTACH WATER METER DATA
SOIL DATA & DESIGN CLASS PROFILE CONDITION DESIGN <u>3 B 1</u> at Observation Hole # <u>TP-1</u> Depth <u>50</u> " of Most Limiting Soil Factor	DISPOSAL FIELD SIZING <input type="checkbox"/> 1. Small—2.0 sq. ft. / gpd <input type="checkbox"/> 2. Medium—2.6 sq. ft. / gpd <input checked="" type="checkbox"/> 3. Medium—Large 3.3 sq. ft. / gpd <input type="checkbox"/> 4. Large—4.1 sq. ft. / gpd <input type="checkbox"/> 5. Extra Large—5.0 sq. ft. / gpd		
SITE EVALUATOR STATEMENT			
I certify that on <u>3/26/2004</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).			
Site Evaluator Signature <u>STEPHEN H. HOWELL</u>		SE # <u>#213</u>	Date <u>4/9/2004</u>
Site Evaluator Name Printed		Telephone Number <u>(207) 848-5714</u>	E-mail Address
Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.			

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
 Division of Health Engineering, Station 10
 (207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation

NEWCASTLE

Street, Road, Subdivision

RTE 1

Owner or Applicant Name

MDOT

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale: 1" = _____ ft.

SEE ATTACHED
 PLAN 25

BACKFILL REQUIREMENTS

Depth of Backfill (upslope) _____"

Depth of Backfill (downslope) _____"

DEPTHS AT CROSS-SECTION (shown below)

CONSTRUCTION ELEVATIONS

Finished Grade Elevation _____"

Top of Distribution Pipe or Proprietary Device _____"

Bottom of Disposal Field _____"

ELEVATION REFERENCE POINT

Location & Description: _____

Reference Elevation is: 0.0" or: _____

DISPOSAL FIELD CROSS-SECTION

Scales:

Vertical: 1" = _____ ft.

Horizontal: 1" = _____ ft.

SEE ATTACHED
 PLAN 25

REPLACEMENT SYSTEM VARIANCE REQUEST

FORMS

THE LIMITATIONS OF THE REPLACEMENT SYSTEM VARIANCE REQUEST

This form shall be attached to an application (HHE-200) for the proposed replacement system which requires a variance to the Rules. The LPI shall review the Replacement System Variance Request an HHE-200 and may approve the Request if all of the following requirements can be met, and the variance(s) requested fall within the limits of LPI's authority.

1. The proposed design meets the definition of a Replacement System as defined in the Rules (Sec. 2006).
2. There will be no change in use of the structure except as authorized for one-time exempted expansions outside the shoreland zone of major waterbodies/courses.
3. The replacement system is determined by the Site Evaluator and LPI to be the most practical method to treat and dispose of the wastewater.
4. The BOD5 plus S.S. content of the wastewater is no greater than that of normal domestic effluent.

GENERAL INFORMATION

Town of NEWCASTLE

Permit No. _____

Date Permit Issued _____

Property Owner's Name: MAINE DEPT. OF TRANSPORTATION

Tel. No.: _____

System's Location: SHERMAN LAKE REST AREA, RTE 1

Property Owner's Address: 16 STATE HOUSE STATION AUGUSTA, ME 04333-0016

(if different from above) _____

SPECIFIC INSTRUCTIONS TO THE:

LOCAL PLUMBING INSPECTOR (LPI):

If any of the variances exceed your approval authority and/or do not meet all of the requirements listed under the Limitations Section above, then you are to send this Replacement System Variance Request, along with the Application, to the Department for review and approval consideration before issuing a Permit. (See reverse side for Comments Section and your signature.)

SITE EVALUATOR:

If after completing the Application, you find that a variance for the proposed replacement system is needed, complete the Replacement Variance Request with your signature on reverse side of form.

PROPERTY OWNER:

If has been determined by the Site Evaluator that a variance to the Rules is required for the proposed replacement system. This variance request is due to physical limitations of the site and/or soil conditions. Both the Site Evaluator and the LPI have considered the site/soil restrictions and have concluded that a replacement system in total compliance with the Rules is not possible.

PROPERTY OWNER

I understand that the proposed system requires a variance to the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.

SIGNATURE OF OWNER

DATE

LOCAL PLUMBING INSPECTOR

I, _____, the undersigned, have visited the above property and have determined to the best of my knowledge that it cannot be installed in compliance with the Rules. As a result of my review of the Replacement Variance Request, the Application, and my on-site investigation, I (check and complete either a or b):

☐ a. (☐ approve, ☐ disapprove) the variance request based on my authority to grant this variance. Note: If the LPI does not give his approval, he shall list his reasons for denial in Comments Section below and return to the applicant. --OR--

☐ b. find that one or more of the requested Variances exceeds my approval authority as LPI. I (☐ recommend, ☐ do not recommend) the Department's approval of the variances. Note: If the LPI does not recommend the Department's approval, the reasons shall be stated in Comments Section below as to why the proposed replacement system is not being recommended.

Comments: _____

LPI SIGNATURE

DATE

HHE-204 Rev 10/02

FORMS

Replacement System Variance Request

VARIANCE CATEGORY	LIMIT OF LPI'S APPROVAL AUTHORITY						VARIANCE REQUESTED TO:	
SOILS								
Soil Profile	Ground Water Table						to 7"	
Soil Condition	Restrictive Layer						to 7"	
from HHE-200	Bedrock						to 12"	
SETBACK DISTANCES (in feet)	Disposal Fields			Septic Tanks			Disposal Fields	Septic Tanks
From	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	To	To
Wells with water usage of 2000 or more gpd or public water supply wells	300 ft [a]	300 ft [a]	300 ft [a]	100 ft [a]	100 ft [a]	100 ft [a]	NA	NA
Owner's wells	100 down to 60 ft	200 down to 100 ft	300 down to 150 ft	100 down to 50 ft [b]	100 down to 50 ft	100 down to 50 ft		
Neighbor's wells	100 down to 60 ft [b]	200 down to 120 ft [b]	300 down to 180 ft [b]	100 down to 50 ft [b]	100 down to 75 ft [b]	100 down to 75 ft [b]		
Water supply line	10 ft [a]	20 ft [a]	25 ft [a]	10 ft [a]	10 ft [a]	10 ft [a]		
Water course, major - for replacements only, see Table 400.4 for major expansions	100 down to 60 ft	200 down to 120 ft	300 down to 180 ft	100 down to 50 ft	100 down to 50 ft	100 down to 50 ft	61'	40'
Water course, minor	50 down to 25 ft	100 down to 50 ft	150 down to 75 ft	50 down to 25 ft	50 down to 25 ft	50 down to 25 ft	NA	NA
Drainage ditches	25 down to 12 ft	50 down to 25 ft	75 down to 35 ft	25 down to 12 ft	25 down to 12 ft	25 down to 12 ft		
Edge of fill extension -- Coastal wetlands, special freshwater wetlands, great ponds, rivers, streams	25 ft [d]	25 ft [d]	25 ft [d]	25 ft [d]	25 ft [d]	25 ft [d]		
Slopes greater than 3:1	10 ft	18 ft	25 ft	N/A	N/A	N/A		
No full basement [e.g. slab, frost wall, columns]	15 down to 7 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft		
Full basement [below grade foundation]	20 down to 10 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft		
Property lines	10 down to 5 ft [c]	18 down to 9 ft [c]	20 down to 10 ft [c]	10 down to 4 ft [c]	15 down to 7 ft [c]	20 down to 10 ft [c]		
Burial sites or graveyards, measured from the down toe of the fill extension	25 ft	25 ft	25 ft	25 ft	25 ft	25 ft		

OTHER

1. Fill extension Grade - to 3:1

2. * NORTH SIDE OF CHANSELS ARE IN DOT ROAD

3. RIGHT-OF-WAY, HOWEVER REST AREA + R.O.W ARE OWNED BY DOT, NO VARIANCE REQUIRED

Footnotes: [a.] Single-family well setbacks may be reduced as prescribed in Section 701.2.

[b.] This distance may be reduced to 25 feet, if the septic or holding tank is tested in the plumbing inspector's presence and shown to be watertight or of monolithic construction.

[c.] Additional setbacks may be needed to prevent fill material extensions from encroaching onto abutting property.

[d.] Additional setbacks may be required by local Shoreland zoning.

[e.] Natural Resource Protection Act requires a 25 feet setback, on slopes of less than 20%, from the edge of soil disturbance and 100 feet on slopes greater than 20%. See Chapter 15.

[f.] May not be any closer to neighbors well than the existing disposal field or septic tank unless written permission is granted by the neighbor. This setback may be reduced for single family houses with Department approval. See Section 702.3.

[g.] The fill extension shall reach the existing ground before the 3:1 slope or within 100 feet of the disposal field.

[h.] See Section 1402.10 for special procedures when these minimum setbacks cannot be achieved.

SITE EVALUATOR'S SIGNATURE

DATE

FOR USE BY THE DEPARTMENT ONLY

The Department has reviewed the variance(s) and () does () does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

SIGNATURE OF THE DEPARTMENT

DATE